

Panaji, 9th March, 2017 (Phalguna 18, 1938)

SERIES II No. 49

# OFFICIAL GAZETTE



# GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

*Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 48 dated 02-03-2017 as follows:—*

- (1) *Extraordinary dated 03-03-2017 from pages 1089 to 1090 regarding Notifications from Department of Finance & Department of Panchayati Raj & Community Development.*
- (2) *Extraordinary (No. 2) dated 06-03-2017 from pages 1091 to 1092 regarding Order from Department of Home.*

## GOVERNMENT OF GOA

Department of Education, Art &amp; Culture

Directorate of Higher Education

### Order

No. 3/4/96-EDN-PART/3343

The notice of voluntary retirement tendered by Shri Manab Das, Assistant Professor in Sitar and also holding the charge of Principal of Goa College of Music on officiating basis, vide his letter dated 09-11-2016 is hereby accepted by the Government with effect from 01-03-2017 (b.n.) in terms of Rule 48-A of Central Civil Service (Pension) Rules, 1972.

Shri Manab Das, Assistant Professor in Sitar and also holding the charge of Principal of Goa College of Music Professor, stands relieved from Government service with effect from 01-03-2017 (b.n.).

By order and in the name of the Governor of Goa.

*Diwan N. Rane*, Under Secretary (Higher Education).

Porvorim, 1st March, 2017.

### Order

No. 3/4/96-EDN-PART/3344

Consequent upon acceptance of the notice of voluntary retirement tendered by Shri Manab Das,

Assistant Professor in Sitar and who was also holding the charge of Principal of Goa College of Music on officiating basis, with effect from 01-03-2017 (b.n.), Dr. Shashank Maktedar, Assistant Professor in Vocal, Goa College of Music shall hold the charge of Principal of Goa College of Music, Panaji, with immediate effect in addition to his own duties until further orders.

By order and in the name of the Governor of Goa.

*Diwan N. Rane*, Under Secretary (Higher Education).

Porvorim, 1st March, 2017.

## Department of Labour

### Order

No. 28/02/2017-LAB/111

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. A. A. Walker Estates Private Limited, Calangute, Bardez, Goa and their workman, Shri Sanjay Hirlekar, Driver, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the "said Act"), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7 of the said Act.

## SCHEDULE

“(1) Whether the action of the management of M/s. A. A. Walker Estates Private Limited, Calangute, Bardez, Goa, in terminating the services of their workman, Shri Sanjay Hirlekar, Driver, with effect from 27-10-2015, is legal and justified?

(2) If not, what relief the workman is entitled to?”

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 2nd March, 2017.

## Order

No. 28/03/2017-LAB/113

Whereas the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Citrus Hotels and Resort Private Limited, Calangute, Bardez, Goa, and its workperson, Mrs. Priya Sharma, Guest Service Associate, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the “said dispute”);

And whereas the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (hereinafter referred to as the “said Act”), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under Section 7(1) of the said Act.

## SCHEDULE

“(1) Whether the action of the management of M/s. Citrus Hotels and Resort Private Limited, Calangute, Bardez, Goa, in terminating the services of its workperson, Mrs. Priya Sharma, Guest Service Associate, with effect from 19-03-2015, on the pretext of voluntary resignation, is legal and justified?

(2) If not, what relief the workperson is entitled to?”

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 3rd March, 2017.

## Notification

No. 28/1/2016-Lab/Part-IV/83

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/45/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

## NATIONAL LOK ADALAT

COMPROMISE MEMORANDUM OF SETTLEMENT  
IN CASE No. P-IT/45/16 FILED UNDER SECTION  
33 (1) OF THE INDUSTRIAL  
DISPUTES ACT, 1947

Case No. P-IT/46/16

M/s. Elsteel Modular Products

India Pvt. Ltd.,

Plot No. 3, Phase 3,

Honda Industrial Estate,

Satari Goa (403530)

... Applicant/Party I

V/s

Shri Pravin Krishna Naik,

H. No. 23, New Colony,

Morlem, Gullem, Satari-Goa ... Opponent/Party II

## MAY IT PLEASE YOUR HONOUR

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The Union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

A notice for discussion was served on the management of the Company and the Union to appear before this office on 07-10-2016. The management and the union alongwith the said workmen attended the discussions accordingly on 7-10-16, 13-10-16, 14-10-16, 20-10-16, 25-10-16 and 28-10-16. The matter is admitted was admitted in conciliation and further discussions were held. The management had contended that the suspension of the said workmen was pending permission to dismiss the said workmen. The applications dated 28-9-16 have been simultaneously filed by the company before the Industrial Tribunal of Goa, Panaji before whom the main adjudication on Charter of demands by the Union is pending.

The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the said workmen on monetary terms. The management has also contended that the criminal complaint filed by the union/workmen has to be withdrawn before settling the matter.


The union informed this office that the said workmen as well as the workmen of the Company have agreed and decided to settle the dispute on terms spelt out below.


#### TERMS OF COMPROMISE SETTLEMENT

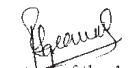
1. It is agreed between the parties that the workmen of M/s. Elsteel Modular Products India Pvt. Ltd., Honda Goa, namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar shall be deemed to have resigned from the service w.e.f. 28-10-16.
2. It is agreed between the parties that each of the workmen above named shall be paid an amount of Rs. 4,50,000/- (Rupees four lakhs & fifty thousand only) in full and final settlement of their legal dues, except gratuity and leave encashment, bonus and earned wages which will be paid separately on the last drawn wages as on 31-8-2016. It is agreed between the parties that all the said workmen shall be issued bonafide service certificate.

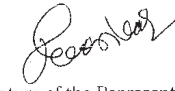
3. It is agreed between the parties that in view of Clauses (1) and (2) above named the applications filed by the Company, for permission to dismiss the said workmen, shall be withdrawn.
4. It is agreed and declared by the Union and the said workmen that the amount payable by the company to the said workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the said workmen against the Company including claims for compensation for loss of office or otherwise whatsoever.
5. It is agreed between the parties that the Complaint filed by the Union/workmen before the Police Inspector at Valpoi Police Station, Valpoi, against the General Manager, Mr. Kalidas Jadhav shall be withdrawn on or before 15-11-2016.
6. It is agreed between the parties that the said amount payable to the said workmen shall be paid on or before 15-11-2016.

Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)


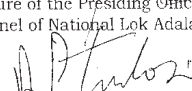
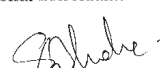
  
Signature of the Opponent

  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12th day of November, 2016

1. Signature of the Presiding Officer of The Panel of National Lok Adalat  

2. Signature of the Member of Panel of National Lok Adalat  

3. Signature of the Member of Panel of National Lok Adalat  


#### Notification

No. 28/1/2016-Lab/Part-IV/84

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/45/16 is hereby

published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

#### NATIONAL LOK ADALAT

#### COMPROMISE MEMORANDUM OF SETTLEMENT IN CASE No. P-IT/45/16 FILED UNDER SECTION 33 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947

Case No. P-IT/45/16

M/s. Elsteel Modular Products

India Pvt. Ltd.,

Plot No. 3, Phase 3,

Honda Industrial Estate,

Satari Goa (403530)

... Applicant/Party I

V/s

Shri Vithal Mahadev Gawas,

H. No. 24, Rawan, Kelawada,

Keri, Satari-Goa

... Opponent/Party II

#### MAY IT PLEASE YOUR HONOUR

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The Union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

A notice for discussion was served on the management of the Company and the Union to appear before this office on 07-10-2016. The management and the union alongwith the said

workmen attended the discussions accordingly on 7-10-16, 13-10-16, 14-10-16, 20-10-16, 25-10-16 and 28-10-16. The matter is admitted was admitted in conciliation and further discussions were held. The management had contended that the suspension of the said workmen was pending permission to dismiss the said workmen. The applications dated 28-9-16 have been simultaneously filed by the company before the Industrial Tribunal of Goa, Panaji before whom the main adjudication on Charter of demands by the Union is pending.

The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the said workmen on monetary terms. The management has also contended that the criminal complaint filed by the union/workmen has to be withdrawn before settling the matter.

The union informed this office that the said workmen as well as the workmen of the Company have agreed and decided to settle the dispute on terms spelt out below.

#### TERMS OF COMPROMISE SETTLEMENT


1. It is agreed between the parties that the workmen of M/s. Elsteel Modular Products India Pvt. Ltd., Honda Goa, namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar shall be deemed to have resigned from the service w.e.f. 28-10-16.
2. It is agreed between the parties that each of the workmen above named shall be paid an amount of Rs. 4,50,000/- (Rupees four lakhs & fifty thousand only) in full and final settlement of their legal dues, except gratuity and leave encashment, bonus and earned wages which will be paid separately on the last drawn wages as on 31-8-2016. It is agreed between the parties that all the said workmen shall be issued bonafide service certificate.
3. It is agreed between the parties that in view of Clauses (1) and (2) above named the applications filed by the Company, for permission to dismiss the said workmen, shall be withdrawn.

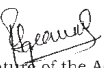



4. It is agreed and declared by the Union and the said workmen that the amount payable by the company to the said workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the said workmen against the Company including claims for compensation for loss of office or otherwise whatsoever.
5. It is agreed between the parties that the Complaint filed by the Union/workmen before the Police Inspector at Valpoi Police Station, Valpoi, against the General Manager, Mr. Kalidas Jadhav shall be withdrawn on or before 15-11-2016.
6. It is agreed between the parties that the said amount payable to the said workmen shall be paid on or before 15-11-2016.

Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)

  
Signature of the Opponent

  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12th day of November, 2016

1. Signature of the Presiding Officer of  
The Panel of National Lok Adalat

2. Signature of the Member of Panel  
of National Lok Adalat

3. Signature of the Member of Panel  
of National Lok Adalat

#### Notification

No. 28/1/2016-Lab/Part-IV/85

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/44/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor  
of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

#### NATIONAL LOK ADALAT

#### COMPROMISE MEMORANDUM OF SETTLEMENT IN CASE No. P-IT/44/16 FILED UNDER SECTION 33 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947

Case No. P-IT/44/16

M/s. Elsteel Modular Products

India Pvt. Ltd.,

Plot No. 3, Phase 3,

Honda Industrial Estate,

Satari Goa (403530)

... Applicant/Party I

V/s

Shri Vishwas Soma Malik,

H. No. 67, Gaonkarwada,

Honda, Satari Goa

... Opponent/Party II

#### MAY IT PLEASE YOUR HONOUR

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

A notice for discussion was served on the management of the Company and the Union to appear before this office on 07-10-2016. The management and the union alongwith the said workmen attended the discussions accordingly on 7-10-16, 13-10-16, 14-10-16, 20-10-16, 25-10-16 and 28-10-16. The matter is admitted was admitted in conciliation and further discussions were held. The management had contended that the suspension of the said workmen was pending permission to dismiss the said workmen. The applications dated 28-9-16 have been simultaneously filed by the company before the Industrial Tribunal of Goa, Panaji before whom the main adjudication on Charter of demands by the Union is pending.

The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the said workmen on monetary terms. The management has also contended that the criminal complaint filed by the union/workmen has to be withdrawn before settling the matter.

The union informed this office that the said workmen as well as the workmen of the Company have agreed and decided to settle the dispute on terms spelt out below.


#### TERMS OF COMPROMISE SETTLEMENT


1. It is agreed between the parties that the workmen of M/s. Elsteel Modular Products India Pvt. Ltd., Honda Goa, namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar shall be deemed to have resigned from the service w.e.f. 28-10-16.
2. It is agreed between the parties that each of the workmen above named shall be paid an amount of Rs. 4,50,000/- (Rupees four lakhs & fifty thousand only) in full and final settlement of their legal dues, except gratuity and leave encashment, bonus and earned wages which will be paid separately on the last drawn wages as on 31-8-2016. It is agreed between the parties that all the said workmen shall be issued bonafide service certificate.
3. It is agreed between the parties that in view of Clauses (1) and (2) above named the applications filed by the Company, for permission to dismiss the said workmen, shall be withdrawn.
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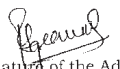
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Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)

  
Signature of the Opponent

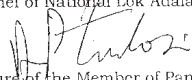
  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

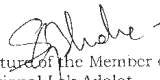
  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12th day of November, 2016

  
1. Signature of the Presiding Officer of  
The Panel of National Lok Adalat

  
2. Signature of the Member of Panel  
of National Lok Adalat

  
3. Signature of the Member of Panel  
of National Lok Adalat

#### Notification

No. 28/1/2016-Lab/Part-IV/86

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/43/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor  
of Goa.

Georgina Saldanha, Under Secretary (Labour).  
Porvorim, 22nd February, 2017.

#### NATIONAL LOK ADALAT

COMPROMISE MEMORANDUM OF SETTLEMENT  
IN CASE No. P-IT/43/16 FILED UNDER SECTION  
33 (1) OF THE INDUSTRIAL  
DISPUTES ACT, 1947

Case No. P-IT/43/16

M/s. Elsteel Modular Products  
India Pvt. Ltd.,  
Plot No. 3, Phase 3,  
Honda Industrial Estate,  
Satari Goa (403530) ... Applicant/Party I  
V/s

Shri Sanjay A. Hirlekar,  
H. No. 5, Shantinagar,  
Pissurlem, Satari-Goa ... Opponent/Party II

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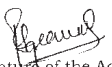
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2. It is agreed between the parties that each of the workmen above named shall be paid an amount of Rs. 4,50,000/- (Rupees four lakhs & fifty thousand only) in full and final settlement of their legal dues, except gratuity and leave encashment, bonus and earned wages which will be paid separately on the last drawn wages as on 31-8-2016. It is agreed between the parties that all the said workmen shall be issued bonafide service certificate.
3. It is agreed between the parties that in view of Clauses (1) and (2) above named the applications filed by the Company, for permission to dismiss the said workmen, shall be withdrawn.
4. It is agreed and declared by the Union and the said workmen that the amount payable by the company to the said workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the said workmen against the Company including claims for compensation for loss of office or otherwise whatsoever.
5. It is agreed between the parties that the Complaint filed by the Union/workmen before the Police Inspector at Valpoi Police Station, Valpoi, against the General Manager, Mr. Kalidas Jadhav shall be withdrawn on or before 15-11-2016.

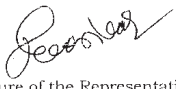
6. It is agreed between the parties that the said amount payable to the said workmen shall be paid on or before 15-11-2016.

Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)

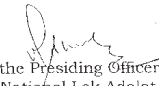
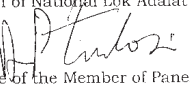

  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

  
Signature of the Opponent

  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### **A W A R D**

The matter is amicably settled as above before the Lok Adalat held on 12<sup>th</sup> day of November, 2016

1. Signature of the Presiding Officer of The Panel of National Lok Adalat  

2. Signature of the Member of Panel of National Lok Adalat  

3. Signature of the Member of Panel of National Lok Adalat  


#### **Notification**

No. 28/1/2016-Lab/Part-IV/87

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/42/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

#### **NATIONAL LOK ADALAT**

#### **COMPROMISE MEMORANDUM OF SETTLEMENT IN CASE No. P-IT/42/16 FILED UNDER SECTION 33 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947**

Case No. P-IT/42/16

M/s. Elsteel Modular Products  
India Pvt. Ltd.,  
Plot No. 3, Phase 3,  
Honda Industrial Estate,  
Satari Goa (403530)

... Applicant/Party I

V/s

Shri Pundalik Amrut Dessai,  
H. No. 178/58, Narayan Nagar,  
Honda, Satari Goa ... Opponent/Party II

#### **MAY IT PLEASE YOUR HONOUR**

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

A notice for discussion was served on the management of the Company and the Union to appear before this office on 07-10-2016. The management and the union alongwith the said workmen attended the discussions accordingly on 7-10-16, 13-10-16, 14-10-16, 20-10-16, 25-10-16 and 28-10-16. The matter is admitted was admitted in conciliation and further discussions were held. The management had contended that the suspension of the said workmen was pending permission to dismiss the said workmen. The applications dated 28-9-16 have been simultaneously filed by the company before the Industrial Tribunal of Goa, Panaji before whom the main adjudication on Charter of demands by the Union is periding.

The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the



said workmen on monetary terms. The management has also contended that the criminal complaint filed by the union/workmen has to be withdrawn before settling the matter.

The union informed this office that the said workmen as well as the workmen of the Company have agreed and decided to settle the dispute on terms spelt out below.


#### TERMS OF COMPROMISE SETTLEMENT

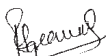
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6. It is agreed between the parties that the said amount payable to the said workmen shall be paid on or before 15-11-2016.

Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)


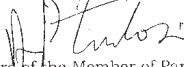

  
Signature of the Opponent

  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12th day of November, 2016

1. Signature of the Presiding Officer of The Panel of National Lok Adalat  

2. Signature of the Member of Panel of National Lok Adalat  

3. Signature of the Member of Panel of National Lok Adalat  


#### Notification

No. 28/1/2016-Lab/Part-IV/88

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/41/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Georgina Saldanha, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

#### NATIONAL LOK ADALAT

#### COMPROMISE MEMORANDUM OF SETTLEMENT IN CASE No. P-IT/41/16 FILED UNDER SECTION 33 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947

Case No. P-IT/41/16

M/s. Elsteel Modular Products  
India Pvt. Ltd.,  
Plot No. 3, Phase 3,  
Honda Industrial Estate,  
Satari Goa (403530)  
V/s

... Applicant/Party I

Shri Pratap Prabhakar Nagvekar,  
Shantinagar, Pissurlem,  
Satari Goa ... Opponent/Party II

## MAY IT PLEASE YOUR HONOUR

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

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The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the

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
## TERMS OF COMPROMISE SETTLEMENT

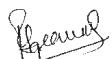
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Signed on this 12th day of November, 2016.

MAY IT PLEASE YOUR HONOUR


  
 Signature of the Applicant  
 Anilkumar R. Jaiswar  
 (Head HR & Admn)

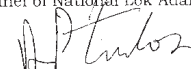
  
 Signature of the Opponent

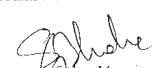
  
 Signature of the Advocate  
 For the Applicant  
 (Shri Prashant Agrawal)

  
 Signature of the Representative  
 For the Opponent  
 (Shri Puti Gaonkar)
**A W A R D**

The matter is amicably settled as above before the Lok Adalat held on 12<sup>th</sup> day of November, 2016

  
 1. Signature of the Presiding Officer of  
 The Panel of National Lok Adalat

  
 2. Signature of the Member of Panel  
 of National Lok Adalat

  
 3. Signature of the Member of Panel  
 of National Lok Adalat
**Notification**

No. 28/1/2016-Lab/Part-IV/89

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/40/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor  
 of Goa.

*Georgina Saldanha*, Under Secretary (Labour).  
 Porvorim, 22nd February, 2017.

**NATIONAL LOK ADALAT**

**COMPROMISE MEMORANDUM OF SETTLEMENT  
 IN CASE No. P-IT/44/16 FILED UNDER SECTION  
 33 (1) OF THE INDUSTRIAL  
 DISPUTES ACT, 1947**

Case No. P-IT/40/16

M/s. Elsteel Modular Products  
 India Pvt. Ltd.,  
 Plot No. 3, Phase 3,  
 Honda Industrial Estate,  
 Satari Goa (403530)

... Applicant/Party I

V/s

Shri Kiran Raghunath Sawant,  
 H. No. 166, Uddo Wada,  
 Honda, Satari Goa

... Opponent/Party II

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

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The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the said workmen on monetary terms. The management


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#### TERMS OF COMPROMISE SETTLEMENT

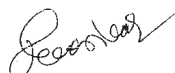
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Signed on this 12th day of November, 2016.

  
Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admn)

  
Signature of the Opponent

  
Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

  
Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12<sup>th</sup> day of November, 2016

1. Signature of the Presiding Officer of  
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2. Signature of the Member of Panel  
of National Lok Adalat

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#### Notification

No. 28/1/2016-Lab/Part-IV/90

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By order and in the name of the Governor  
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Georgina Saldanha, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

#### NATIONAL LOK ADALAT

#### COMPROMISE MEMORANDUM OF SETTLEMENT IN CASE No. P-IT/39/16 FILED UNDER SECTION 33 (1) OF THE INDUSTRIAL DISPUTES ACT, 1947

Case No. P-IT/39/16

M/s. Elsteel Modular Products  
India Pvt. Ltd.,  
Plot No. 3, Phase 3,  
Honda Industrial Estate,  
Satari Goa (403530)  
V/s

... Applicant/Party I

Shri Prakash Gaonkar,  
H. No. 83-2, Saleli  
Honda, Satari Goa

... Opponent/Party II



## MAY IT PLEASE YOUR HONOUR

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

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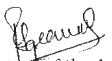
## TERMS OF COMPROMISE SETTLEMENT

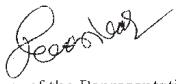
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 (Head HR & Admin)

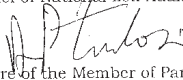
  
 Signature of the Opponent

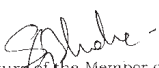
  
 Signature of the Advocate  
 For the Applicant  
 (Shri Prashant Agrawal)

  
 Signature of the Representative  
 For the Opponent  
 (Shri Puti Gaonkar)
**A W A R D**

The matter is amicably settled as above before the Lok Adalat held on 12<sup>th</sup> day of November, 2016

  
 1. Signature of the Presiding Officer of  
 The Panel of National Lok Adalat

  
 2. Signature of the Member of Panel  
 of National Lok Adalat

  
 3. Signature of the Member of Panel  
 of National Lok Adalat
**Notification**

No. 28/1/2016-Lab/Part-IV/91

The following compromise memorandum of settlement signed on 12-11-2016 before the National Lok Adalat in case No. P-IT/38/16 is hereby published under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor  
 of Goa.

*Georgina Saldanha*, Under Secretary (Labour).

Porvorim, 22nd February, 2017.

**NATIONAL LOK ADALAT**

**COMPROMISE MEMORANDUM OF SETTLEMENT  
 IN CASE No. P-IT/38/16 FILED UNDER SECTION  
 33 (1) OF THE INDUSTRIAL  
 DISPUTES ACT, 1947**

Case No. P-IT/38/16

M/s. Elsteel Modular Products  
 India Pvt. Ltd.,  
 Plot No. 3, Phase 3,  
 Honda Industrial Estate,  
 Satari Goa (403530)  
 V/s

... Applicant/Party I

Shri Mahadev Jaiwant Narvekar,  
 H. No. 132, Postwada,  
 Honda, Satari Goa

... Opponent/Party II

**MAY IT PLEASE YOUR HONOUR**

Dispute in brief is that pursuant to the suspension orders dated 28-09-2016 made by the Company M/s. Elsteel Modular Products (I) Pvt. Ltd., Honda, Satari Goa, suspending the workmen namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar (For short the said workmen) pending permission of the Hon'ble Industrial Tribunal of Goa, Panaji, in reference No. IT/21/2016, the Gomantak Mazdoor Sangh, Ponda Goa espoused the cause of the said workmen before the company vide its letter dated 02-10-2016. The Union also endorsed a copy of the said notice to this office i.e. the Assistant Labour Commissioner and Conciliation Officer, Mapusa for intervention. The Union/said workmen challenged their suspension pending permission and payment of subsistence allowance @ 50% of the last drawn wages. The union also gave a notice of strike by all the workmen w.e.f. 17-10-2016 if the matter of the said workmen is not resolved.

A notice for discussion was served on the management of the Company and the Union to appear before this office on 07-10-2016. The management and the union alongwith the said workmen attended the discussions accordingly on 7-10-16, 13-10-16, 14-10-16, 20-10-16, 25-10-16 and 28-10-16. The matter is admitted was admitted in conciliation and further discussions were held. The management had contended that the suspension of the said workmen was pending permission to dismiss the said workmen. The applications dated 28-9-16 have been simultaneously filed by the company before the Industrial Tribunal of Goa, Panaji before whom the main adjudication on Charter of demands by the Union is pending.

The proposals were exchanged between the parties on the settlement of the dispute of the Union/said workmen amicable. The management stated that the management shall not take back the said workmen and that they are ready to settle the matter of the said workmen on monetary basis.

The said workmen and the union had separate discussions on the proposals given by the Company in respect of the settlement of the dispute of the said workmen on monetary terms. The management has also contended that the criminal complaint filed by the union/workmen has to be withdrawn before settling the matter.

The union informed this office that the said workmen as well as the workmen of the Company have agreed and decided to settle the dispute on terms spelt out below.

#### TERMS OF COMPROMISE SETTLEMENT

1. It is agreed between the parties that the workmen of M/s. Elsteel Modular Products India Pvt. Ltd., Honda Goa, namely, S/Shri Sanjay Hirlekar, Sarvesh Malik, Vithal Gawas, Pratap Nagvekar, Pravin Naik, Rajendra Narulkar, Amit Ekawade, Rupesh Rawal, Kiran Sawant, Prakash Gaonkar, Pundalik Dessai, Vishwas Malik and Mahadev Jaiwant Narvekar shall be deemed to have resigned from the service w.e.f. 28-10-16.
2. It is agreed between the parties that each of the workmen above named shall be paid an amount of Rs. 4,50,000/- (Rupees four lakhs & fifty thousand only) in full and final settlement of their legal dues, except gratuity and leave encashment, bonus and earned wages which will be paid separately on the last drawn wages as on 31-8-2016. It is agreed between the parties that all the said workmen shall be issued bonafide service certificate.
3. It is agreed between the parties that in view of Clauses (1) and (2) above named the applications filed by the Company, for permission to dismiss the said workmen, shall be withdrawn.
4. It is agreed and declared by the Union and the said workmen that the amount payable by the company to the said workmen in the manner hereinabove provided for are in full and final settlement and satisfaction of all the claims of the said workmen against the Company including claims for compensation for loss of office or otherwise whatsoever.
5. It is agreed between the parties that the Complaint filed by the Union/workmen before the Police Inspector at Valpoi Police Station, Valpoi, against the General Manager, Mr. Kalidas Jadhav shall be withdrawn on or before 15-11-2016.
6. It is agreed between the parties that the said amount payable to the said workmen shall be paid on or before 15-11-2016.

Signed on this 12th day of November, 2016.

Signature of the Applicant  
Anilkumar R. Jaiswar  
(Head HR & Admin)

Signature of the Opponent

Signature of the Advocate  
For the Applicant  
(Shri Prashant Agrawal)

Signature of the Representative  
For the Opponent  
(Shri Puti Gaonkar)

#### A W A R D

The matter is amicably settled as above before the Lok Adalat held on 12th day of November, 2016

1. Signature of the Presiding Officer of  
The Panel of National Lok Adalat

2. Signature of the Member of Panel  
of National Lok Adalat

3. Signature of the Member of Panel  
of National Lok Adalat

#### Department of Personnel

#### Order

No. 7/03/2017-PER/437

The Governor of Goa is pleased to appoint Smt. R. Menaka, IAS (AGMUT:2011) as Director of Industries in the Directorate of Industries, Panaji, with immediate effect, in public interest until further orders.

Shri Ashok Rane, Director of Industries, Trade & Commerce shall report to Personnel Department for further orders.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 21st February, 2017.

#### Order

No. 5/7/2007-PER/526

Read: Order No. 6/9/2009-PER (Part II) dated 02-01-2017.

Shri Ajit Panchwadkar, Managing Director, Goa State ST Finance Corporation shall draw his salary against the post of Leave & Training Reserve, South for the period from 02-01-2017 until further orders.

The appointment of Shri Ajit Panchwadkar shall be governed by deputation on standard terms of

deputation as contained in Office Memorandum No. 13-4-74-PER dated 20-11-2013 and as amended.

*Meghana V. Shetgaonkar*, Under Secretary (Personnel-I).

Porvorim, 27th February, 2017.

## Department of Public Health

### Order

No. 2/32/2011-II/PHD/245

Read: Order No. 2/32/2011-II/PHD/966 dated 26-09-2016.

Government is pleased to convey ex-post facto approval for grant of permission to Dr. Ankush B. Patil, Assistant Lecturer, Department of Forensic Medicine, Goa Medical College, Bambolim to leave headquarters on 10-06-2016 in order to attend the Session Court at Sindhurg, in case No. 20/2015 and join duties on 11-06-2016.

Dr Ankush B. Patil is further allowed to travel by taxi from Goa to Maharashtra (Oras) to attend the Session Court at Sindhurg, Maharashtra and claim TA/DA as per his entitlement. His absence on 10-06-2016 is considered as on duty.

This issues in supersession to the Order read above.

By order and in the name of the Governor of Goa.

*Smita Hede*, Under Secretary (Health).

Porvorim, 2nd March, 2017.

## Department of Urban Development

Municipal Administration

### Order

No. 1-7-2016-CS/1654/2914

Read: Order No. 1-7-2016-CS/1654 dated 20th September, 2016.

The Government is pleased to appoint Shri J. Ashok Kumar, IAS, Director of Urban Development and Member Secretary (Goa State Urban Development Agency) as the Mission Director for Swachh Bharat Mission (Urban).

The Mission Director shall review the progress of the Mission with the Departments which are handling SBM (Urban) i.e. Goa State Urban Development Agency, PWD and Science & Technology Department for successful implementation of the Mission including notifying various Municipal towns/cities as Open Defecation Free.

The Mission Director, SBM (Urban) will also function as Member Secretary to the State Level Urban High Powered Committee (SUHPC) under the Swachh Bharat Mission—Urban in order to examine and approve project report submitted by ULBs and also monitor the progress of the projects.

This is in supersession of the earlier Order read above.

By order and in the name of the Governor of Goa.

*J. Ashok Kumar*, IAS, Director & ex officio Addl. Secretary (Municipal Administration/Urban Development).

Panaji, 28th February, 2017.

## Department of Women & Child Development

Directorate of Women & Child Development

### Notification

No. 2-103(13)-2016/DWCD/9107

In exercise of the powers conferred by the Juvenile Justice (Care and Protection of Children) Act, 2015 (Central Act No. 2 of 2016), the Government of Goa hereby declares the following two vacant quarters in Apna Ghar premises to house those children in need of Care and Protection (boarding children of Apna Ghar) who come back during vacation from the various schools/ /institutions that they are placed in for their holistic growth.

- |                        |   |       |
|------------------------|---|-------|
| 1. Quarter No. B-3-G-1 | — | Boys  |
| 2. Quarter No. B-3-G-2 | — | Girls |

By order and in the name of the Governor of Goa.

*Shilpa Shinde*, IAS, Director & ex officio Joint Secretary (W&CD).

Panaji, 2nd March, 2017.

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